

COLLECTIVE NEGOTIATIONS AGREEMENT

BETWEEN

TOWNSHIP OF GREENWICH

And

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL
EMPLOYEES, AFL-CIO, LOCAL 3303Q, DISTRICT COUNCIL 71

PREPARED BY:

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Original

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PREAMBLE

This Agreement entered into by the Township of Greenwich (hereinafter referred to as the "Township" or the "Employer") and Local 3303Q affiliated with District Council 71, American Federation of State, County and Municipal Employees, AFL-CIO, (hereinafter referred to as the "Union"), has as its purpose the establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of rates of pay, hours of work and other conditions of employment. The effective date of this Agreement shall be January 1, 2005 and wage increases shall be retroactive to January 1, 2005, and such other terms as specified by the specific and express terms of this Agreement.

ARTICLE I
RECOGNITION

A. The Employer recognizes Local 3303Q affiliated with District Council 71, American Federation of State, County and Municipal Employees, AFL-CIO, as the sole and exclusive representative for the purpose of establishing salaries, wages, hours, and other conditions of employment for all personnel listed in the classifications herein, and for such additional classifications as the parties may later agree to include. This recognition, however, shall not be interpreted as having the effect of, or in any way abrogating the rights of employees, as established by the Laws of 1968, Chapter 303, and the amendment of Public law 1974, Chapter 123, approved October 21, 1974, Senate No. 1087.

B. The bargaining unit shall include the following titles: Laborer (all classes), Truck Driver, Sewer Equipment Operator, Utility Serviceman, Trash Packer Helper and Truck Driver/Mechanic.

Excluded are all managerial executives, confidential employees and supervisors within the meaning of the Act, craft employees, police, professional employees, casual employees, firefighters, white-collar employees, and all other employees.

ARTICLE II
DUES DEDUCTIONS

A. The Township agrees to deduct from the regular pay of employees included in the bargaining unit the membership dues for the Union. Authorization for dues deduction shall be provided on a dues deduction card supplied by the Union and submitted to the Township Treasurer.

B. The Union shall certify to the Township the amount of Union dues and shall notify the County of any change in the dues structure fifteen (15) days in advance of the requested date of such change.

C. Dues so deducted by the Township, together with a list of employees from whom dues have been deducted, shall be transmitted to the designated Union official as soon after each pay period as practicable.

D. Dues deduction for any employee in the bargaining unit shall be limited to the majority representative identified in Article I, and employees shall be eligible to withdraw such authorization only as of July 1 of each year provided that a timely notice of withdrawal has been filed with the Township Treasurer.

E. The Union shall indemnify, defend, and save the Township harmless against any and all actions, claims, demands, suits, or other forms of liability, in any forum, that in any way arise from the deduction of dues under this Article.

ARTICLE III
NON-DISCRIMINATION

A. The Township and Union agree to adhere to all federal and State laws prohibiting employment discrimination.

B. There shall be no discrimination, interference or coercion by the Employer or its agents, or by the Union or its agents, against any individual due to union activity or refraining therefrom.

ARTICLE IV
BEREAVEMENT LEAVE

A. All employees covered by this Agreement shall be granted bereavement leave with pay because of death in the family. Such leave shall start when requested to insure time off to attend the funeral and grieve the loss of the family member. Time off shall be as set forth below:

Death of spouse, son or daughter — 5 days leave

Death of a mother, father, sister, brother,
or grandchild — 3 days leave

Death of a mother-in-law, father-in-law, brother-in-law
sister-in-law, grandparents of employee or spouse, uncle,
aunt, cousin, niece or nephew of employee — 1 day leave

B. The Township reserves the right to verify the employees' need for and appropriate use of bereavement leave.

ARTICLE V

HEALTH INSURANCE BENEFITS

A. The Township shall provide all regular full-time employees with group insurance coverage that includes medical, dental and prescription components. Employees shall become entitled to such coverage upon completion of the probationary period and the expiration of any applicable waiting periods. The Township may change its group insurance coverage carriers or choose to self-insure, provided that the level of benefits shall remain similar to those currently in effect. Township will afford the Union a review and non-binding comment period prior to change of carriers or to self insure.

B. The Union agrees, upon the request of the Township, to meet and discuss the Township group insurance program and to consider reopening negotiations limited to health insurance benefits.

C. Retiring bargaining unit employees shall be entitled to continued medical and prescription benefits in accordance with the terms and eligibility criteria set forth in Township Code Section 30-22, as amended by Ordinance 9-2002.

D. The Township will pay for each employee and spouse to receive an eye examination and prescription glasses each year. The cost of the examination is not to exceed \$50.00 per family per year. The cost of the glasses is not to exceed \$150.00 total per family per year during calendar year 2005. Beginning in calendar year 2006, the Township will pay for each employee and family to receive an eye examination and

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prescription glasses or contacts each year. The total costs of this benefit shall not exceed \$250.00 per year per family.

E. If an employee is killed during active employment, the spouse and children shall receive all medical and dental benefits to which the employee would have been entitled at the time of the employee's death. The benefits for the widow/widower shall continue until such time as said widow/widower remarries. The benefits shall continue for the children until such time as they become emancipated.

F. The Township shall pay for all health insurance for the widow/widower of an employee who has completed ten (10) years of employment with the Township.

G. The Township shall pay for all health insurance for the employee and family if the employee becomes disabled after ten (10) years of employment with the Township.

H. The Township shall pay the cost of and maintain a life insurance policy that will pay the beneficiary of the employee ten thousand dollars (\$10,000.). This policy shall remain in effect until the last day of the insurance month in which that employee leaves the job or retires.

I. The Township shall provide each employee with weekly income insurance. The Township shall be the beneficiary of the weekly income insurance as long as it is paying the employee's salary. When the employee's sick leave is used up and the Township stops paying his salary, the weekly insurance shall be paid to that employee.

ARTICLE VI
HOLIDAYS AND PERSONAL LEAVE

A. All employees covered by this Agreement shall be entitled to the following paid holidays

- a. New Year's Day
- b. Martin Luther King Day
- c. Washington's Birthday (President's Day)
- d. Good Friday
- e. Memorial Day
- f. Independence Day
- g. Labor Day
- h. General Election Day
- i. Veteran's Day
- j. Thanksgiving Day
- k. Day after Thanksgiving
- l. Christmas Day
- m. Employee's Birthday

B. In the event a holiday falls on a Saturday, it shall be celebrated on the preceding Friday. In the event a holiday falls on a Sunday, it shall be celebrated on the following Monday.

C. In addition to holiday time, time worked on a holiday shall be paid at time and one-half the employee's regular rate of pay.

D. Employees who are on a leave of absence without pay will not be eligible for holiday pay.

E. Whenever a holiday falls during the time an employee is on an approved paid sick leave that day shall not be charged against sick time.

F. Each full-time employee shall be entitled to three personal days per calendar year. Notice of intent to take a personal day shall be given to the employee's supervisor at least seven days prior to the date requested for leave; provided, however, that this seven-day notice requirement may be waived upon the mutual consent between the employee and the supervisor. Personal days shall not accumulate from year to year.

G. The employer shall give a personal day to each employee who goes six consecutive months with no lost time due to illness or injury. The day shall be used during the six-month period immediately following the day it is given.

H. The employee's birthday holiday may be taken on a day other than the actual birthday, subject to the approval of management.

ARTICLE VIISICK LEAVE

A. Employees shall receive sick leave of one and one-quarter (1 ¼) days per month starting with the date of hire and shall be carried over on an unlimited basis. An employee shall use no sick leave while that employee is in his or her probationary period.

B. The employer has the right to request a medical examination by a doctor of its choosing or to ask the employee for verification of his or her injury or illness through the submission of a medical report or letter.

C. Any employee of the Township who retires from the Township in good standing shall be entitled to compensation for any unused sick leave that said employee has accrued during the employee's years of service with the Township. Said compensation shall be determined by using the employee's daily rate of compensation, at the time of retirement, multiplied by the number of unused sick days accrued by the employee, which will determine the value of the unused sick leave accrued by the employee. The Township will pay the employee thirty-five (35%) of the value of the unused sick leave, upon retirement. The Township shall make this payment to the retired employee during the month of January of the year following the employee's retirement.

ARTICLE VIII
VACATION LEAVE

A. Employees shall receive an annual vacation allotment in accordance with the following schedule:

After fifty (50) weeks of service: One (1) week of vacation
After two (2) years of service: Two (2) weeks of vacation
After five (5) years of service: Three (3) weeks of vacation
After ten (10) years of service: Four (4) weeks of vacation
After twenty (20) years of service: Five (5) weeks of vacation

B. Vacations shall be scheduled for the mutual convenience of the Township and its employees. Vacations shall be scheduled by the Department Head or designee so as not to interfere with the efficient operation of the Department, in accordance with the following.

1. All vacation will be chosen on the basis of position and then seniority.
2. All vacation time must be used in the current year and cannot be accumulated, except as provided in Section C, below.
3. Extra compensation will not be allowed in lieu of unused vacation.
4. All vacations are subject to the approval of the Superintendent of Public Works, and of necessity depend upon the work of the Township permitting such vacation leave.
5. Vacations by all employees are to be scheduled so that no more than twenty percent (20%) of the work force is away from their duty posts for any one period of time. Seniority based upon date of hire by the Township shall control in cases of conflicting vacation requests.

C. Any employee may carry over or bank up to one (1) week of vacation time or five (5) vacation days. Not more than one (1) week of banked vacation time can be maintained at any one time. If there are extraordinary circumstances which create a situation where an employee cannot use all of his vacation time, in excess of one (1) week, he or she may request special consideration from Mayor and Council to carry over additional vacation time, but the special time carried over must be used within ninety (90) days after the situation causing the employee not to be able to use his vacation time has changed. All written requests for carrying over vacation time must be submitted to Mayor and Council prior to the second scheduled meeting of the Township Committee in the month of December. All vacation time carried over must have written approval of Mayor and Council.

D. Accumulated vacation time shall be paid to an employee upon separation of employment. If an employee dies while having unused vacation time, a sum of money equal to the amount of vacation days based upon the compensation of such employee, shall be calculated and paid to the estate of said employee. The vacation time for the year of separation/death shall be pro rated.

E. An employee may use one (1) week or 5 days on a per day basis with approval of the Superintendent or his designee so as not to interfere with the daily work schedule.

ARTICLE IX
GRIEVANCE PROCEDURE

A. A grievance shall be defined as a dispute or disagreement raised by an employee against the department involving the application of the specific provisions of this agreement, or any other dispute arising out of the employee's employment.

B. Grievances, as herein defined, shall be processed in the following manner:

1. An employee or a group of employees, or their delegated representative, who consider they have a grievance may present such a grievance within ten (10) working days of its alleged occurrence, or when the employee should reasonably have known of its occurrence, to the employee's immediate supervisor who shall attempt to resolve it within five (5) working days after it is presented.

2. If after five (5) working days from receipt of the immediate supervisor's response the grievance remains unresolved, the grievance, in writing, may be presented to the department head who shall attempt to resolve it within five (5) working days after it has been presented to him/her. The written statement shall include the section(s) of the agreement allegedly violated, the facts, and the remedy sought.

3. If after five (5) working days from receipt of the response of the department head the grievance remains unresolved, the grievance, in writing, together with all other pertinent materials may be presented to the Township Administrator.

4. Any grievance involving the application of this agreement which is not resolved within fifteen (15) working days after it is presented to the Administrator may be referred to arbitration; provided, any demand for arbitration shall be filed, in writing, within fifteen (15) working days after the employer's response or failure to timely respond. Only

grievances involving the application of the specific provisions of this agreement may be submitted to arbitration.

a. A list of arbitrators shall be requested from the New Jersey Public Employment Relations Commission (PERC). An arbitrator shall be selected in accordance with PERC's rules and regulations.

b. It shall be the function of the arbitrator to hold a hearing at which the parties may submit their cases concerning the grievance. The arbitrator shall render his/her decision based on the provisions of the agreement within thirty (30) days after such hearing. The decision shall be final and binding upon the parties and upon the grievant to the extent permissible by law. The cost of the arbitrator shall be borne equally by the parties hereto. In all other respects the parties shall bear their own costs.

c. Neither the arbitrator nor any other person or persons involved in the grievance procedure shall have the power to negotiate new agreements or to add to, subtract from, or modify in any way any of the present provisions of this agreement.

d. The arbitration proceeding shall be conducted in accordance with the Labor Arbitration Rules of the American Arbitration Association.

e. The arbitrator shall be limited to hearing a single grievance unless the Township and Union agree, in writing, to consolidate multiple grievances into a single hearing.

5. Any and all time limits specified in the grievance procedure may be waived by mutual agreement of the parties. Failure by the employee to submit the grievance in accordance with these time limits without such waiver shall constitute an abandonment of the grievance. Failure by the employer to submit a reply within the specified time limits shall be treated as a denial and shall permit the Union to proceed to the next step in the

grievance procedure. For the purposes of this article, "working days" shall mean Monday through Friday, normal business days.

ARTICLE X
EMPLOYEE'S BILL OF RIGHTS

A. No employee shall be required by the employer and/or its agents to submit to an investigatory interview unless the employee is afforded the opportunity of Union representation.

B. No recording devices or stenographic record of any kind shall be used or made of any labor-management meeting. This section shall not apply to the use of certified court reporters or arbitrator's personal typing devices during arbitration hearings.

C. In all disciplinary hearings the burden of proof shall be on the employer.

ARTICLE XI

HOURS OF WORK AND OVERTIME

A. The Township shall establish, modify and change work schedules, but shall provide the union and the affected employees two weeks advance notice of any schedule modification or change, and shall, upon request, meet and discuss the schedule modification or change with the Union.

B. Each full-time employee shall be entitled to two (2) fifteen-minute breaks per work day, to be scheduled by the employee's supervisor.

C. Employees shall receive overtime pay at the rate of time and one half their regular rate of pay for all hours worked beyond forty (40) in a week, defined as 12:00 a.m., Sunday through 11:59 p.m. the following Saturday.

D. Employees shall receive "On Call" pay during 2005 in accordance with a "Memorandum of Agreement" dated August 16, 2004.

Beginning January 1, 2006 and extending for the duration of the contract employees assigned to "On Call" duty on weekdays shall receive thirty-five dollars (\$35.00) per "On Call" shift. The weekday "On Call" shifts are as follows:

Monday	3:00 P.M. to Tuesday 7:00 A.M.
Tuesday	3:00 P.M. to Wednesday 7:00 A.M.
Wednesday	3:00 P.M. to Thursday 7:00 A.M.
Thursday	3:00 P.M. to Friday 7:00 A.M.
Friday	3:00 P.M. to Saturday 7:00 A.M.

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Employees assigned to "On Call" duty on weekends shall receive fifty dollars (\$50.00) per "On Call" shift. The weekend "On Call" shifts are as follows:

Saturday	7:00 A.M. to Sunday 7:00 A.M.
Sunday	7:00 A.M. to Monday 7:00 A.M.

Employees assigned to "On Call" duty on Township recognized holidays shall receive fifty dollars (\$50.00) per "On Call" shift. The holiday "On Call" shift is defined as the 24 hour period beginning 7:00 A.M. the day of the holiday until 7:00 A.M. the day next following.

On Call duties are defined in a job description as prepared by the Superintendent of Public Works.

ARTICLE XIIUNION BULLETIN BOARDS

A. The Township shall provide a bulletin board to be used exclusively for the posting of Union notices.

B. Material to be placed on the Union bulletin board will consist only of the following:

1. Notices of Union elections and the results of the elections.
2. Notices of Union legislation.
3. Notices of Union meetings.
4. Notices of Union social and recreational events.
5. Notices concerning official Union business.

Material that is defamatory, incendiary, political or in violation of the Township conduct/harassment policies shall not be posted.

ARTICLE XIIIPERSONNEL FILE

A. No disciplinary notice or reprimand regarding an employee shall be placed in the personnel file until it is served on the employee and shop steward in accordance with this Contract.

B. An employee upon written request shall have a reasonable opportunity to review his personnel file in the presence of an appropriate official of the Township.

C. Upon written notice to the Administrator, employees shall be allowed to receive reasonable copies of all material contained in their personnel files.

ARTICLE XIVUNION BUSINESS

A. The Union may designate two (2) shop stewards. The designated shop stewards shall be granted reasonable paid release time for investigating and/or adjusting grievances, provided they first request permission from their supervisors, which permission shall not be unreasonably denied, and provided further that such release time shall not disrupt the Township's operations.

B. Leave shall be granted to up to two (2) Union representatives to attend conventions, conferences and executive board meetings of the International Union and the District Council, for a total of ten days per year (five days per representative), provided that such release time shall not disrupt the Township's operations, and provided further that at least two (2) weeks advance notice is provided to the Township.

ARTICLE XV

UNIFORMS

- A. The Township shall provide 5 safety T-shirts per employee per year.
- B. The Township shall provide each employee with one hooded sweatshirt per contract term.
- C. The Township shall provide each employee with one winter coat per contract term.
- D. The Township shall repair or replace the T-shirt, the sweatshirt, or winter coat at the Township's option, if the article of clothing is damaged in the line of duty not due to the employee's negligence.
- E. Each employee shall receive an annual work shoe allowance of \$150.00 during the term of the contract. The employee shall be reimbursed for monies spent upon the presentation of a receipt for the purchase of said work shoes. Said reimbursement shall be within a reasonable amount of time.
- F. The Township will provide storm boots, hip boots and protective clothing as needed.
- G. Each employee shall wear the clothing provided by the Township during the performance of his/her assigned duties.

ARTICLE XVIDISABILITY INSURANCE

A. The Township shall continue to provide employees with coverage under the current Township Group Short Term Disability Insurance at the benefit level of 70% of the first \$429 of predisability earnings, reduced by deductible income, to a maximum of \$300 before reduction by deductible income.

B. The Township agrees that it will increase the benefit level of its Group Short Term Disability Insurance if it is able to purchase a higher benefit at a cost that does not exceed the per-employee disability insurance premium cost incurred by the Township in 2002.

ARTICLE XVII

SALARIES

A. All employees covered by this Agreement shall on January 1, 2005, receive an increase of 3.8%, calculated on the yearly salary they received as of December 31, 2004 and are listed below.

B. All employees covered by this Agreement shall on January 1, 2006, receive an increase of 3.9%, calculated on the yearly salary they received as of December 31, 2005 and are listed below.

C. All employees covered by this Agreement shall on January 1, 2007, receive an increase of 4.0%, calculated on the yearly salary they received as of December 31, 2006 and are listed below.

D. All employees covered by this Agreement shall on January 1, 2008, receive an increase of 4.0% calculated on the yearly salary they received as of December 31, 2007.

E. Employees who are assigned to leaf or grass removal will receive a premium of an additional \$2.00 per hour after five consecutive hours per day on leaf or grass removal duty, retroactive to the first hour of leaf or grass removal on that day.

F. Beginning with January 1, 2006, and continuing the term of the contract, employees who are assigned to leaf, grass, vegetation or brush removal will receive a premium of \$2.00 per hour after five consecutive hours per day or leaf, grass, vegetation or brush removal duty retroactive to the first hour of said removal on that day.

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G. Beginning with January 1, 2006, and continuing the term of the contract,
employees who are assigned to the duties of ~~cement finisher, tree climber or pesticide~~
~~spreader~~ will receive a premium of \$2.00 per hour beginning with the first hour of said
assignment and continue until the completion of the job assignment.

H. An employee assigned to perform the duties of a higher classification
shall be paid the rate of the higher classification after five consecutive hours per day
retroactive to the first hour on that day. The superintendent shall approve assignment of
employees to higher classification jobs prior to commencement of work.

EMPLOYEES COVERED BY THIS AGREEMENT

	<u>2005</u>	<u>2006</u>	<u>2007</u>	<u>2008</u>
1. Laborers – 1 st Class	20.85	21.66	22.53	23.43
2. Laborers – 1 st Class (10 years or more)	21.25	22.08	22.96	23.88
3. Laborers – 2 nd Class	20.03	20.81	21.64	22.51
4. Laborers – 2 nd Class (10 years or more)	20.43	21.23	22.08	22.96
5. Laborers – 3 rd Class	17.72	18.41	19.15	19.92
6. Laborers – 3 rd Class (10 years or more)	18.09	18.80	19.55	20.33
7. Laborers – 4 th Class	15.40	16.00	16.64	17.31
8. Laborers – 4 th Class (10 years or more)	15.77	16.39	17.05	17.73
9. Laborers – 5 th Class	13.04	13.55	14.09	14.65
10. Laborers – 5 th Class (10 years or more)	13.43	13.95	14.51	15.09
11. Truck Drivers	24.31	25.26	26.27	27.32
12. Truck Drivers (10 years or more)	24.68	25.64	26.67	27.74
13. Sewer Plant Operators	24.89	25.86	26.89	27.97
14. Sewer Plant Operators – (10 years or more)	25.28	26.27	27.32	28.41
15. Utility Service Man	22.29	23.16	24.09	25.05
16. Utility Service Man (10 years or more)	22.67	23.55	24.49	25.47
17. Trash Packer Helper	23.97	24.90	25.90	26.94
18. Trash Packer Helper (10 years or more)	24.35	25.30	26.31	27.36
19. Truck Driver/Mechanic	25.42	26.41	27.47	28.57
20. Truck Driver/Mechanic (10 years or more)	25.79	26.80	27.87	28.98

ARTICLE XVIIISENIORITY

The Township shall maintain an accurate, up-to-date seniority roster showing date of hire, classification, and pay rate of each employee covered by this Agreement, and the Township shall furnish copies of it to the Union upon reasonable request.

ARTICLE XIXSAFETY

The employer shall at all times comply with the mandatory requirements of
PEOSHA.

ARTICLE XXDUPLICATION OF AGREEMENT

The Township shall provide one copy of the final Agreement to each bargaining unit member.

ARTICLE XXISEVERABILITY AND SAVINGS

A. In the event that any provision of this Agreement shall be finally determined to be in violation of any applicable state or federal law or regulation, such determination shall not impair the validity and enforceability of the remaining other provisions of this Agreement.

B. It is the parties' intent that the terms and conditions of this Agreement shall supersede any conflicting Township Ordinance.

ARTICLE XXIIFULLY BARGAINED AGREEMENT

This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all negotiable issues that were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

ARTICLE XXIII
PROBATIONARY EMPLOYEES

A. Employees newly hired into bargaining unit titles shall be deemed probationary during their first six months of employment. Such employees may be terminated at the will of the Township, without recourse to the contractual grievance procedure, during their six-month probationary period.

B. Employees newly promoted into higher bargaining unit titles shall be deemed probationary during their first three months of employment in the higher title. Such employees may be demoted at the will of the Township, without recourse to the contractual grievance procedure, during their three-month probationary period.

ARTICLE XXIVNO STRIKE PLEDGE

In addition to any other restriction under the law, the Union will not cause a strike or a work stoppage of any kind, nor will any employee take part in a strike, intentionally slow down in the rate of work, or in any manner cause interference with or stoppage of the Township's work.

ARTICLE XXV
MANAGEMENT RIGHTS

A. The Township hereby retains and reserves unto itself without limitation all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and Constitution of the State of New Jersey and the United States, including, but without limiting the generality of the foregoing, the following rights:

1. The executive management and administrative control of the Township and its properties and facilities, and the activities of its employees.
2. The hiring of all employees and, subject to the provisions of law, to determine their qualifications and conditions for continued employment or assignment, and to promote and transfer employees.
3. To suspend, demote, discharge or take other disciplinary action for good and just cause according to law.
4. To establish, modify or change work schedules, provided two weeks' notice is given to the affected employees of work schedule changes.
5. To assign shifts and work locations, and to create new work locations.
6. To establish, modify, and enforce work rules, regulations and orders. The Township agrees to provide ten (10) working days advance notice of new work rules/regulations where practicable and except in emergency situations. This right shall not deny the Union of its right to negotiate over mandatorily-negotiable terms and conditions of employment.

B. The exercise of the foregoing powers, rights, authority, duties, or responsibilities of the Township, the furtherance thereof, and the use of judgment and discretion in Connection therewith shall be limited only by the specific and expressed terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of New Jersey and of the United States.

C. Nothing contained herein shall be construed to deny or restrict the Township of its rights, responsibilities and authority under any national, state, county or local laws or ordinances.

ARTICLE XXVIDISCIPLINE AND DISCHARGE

A. The continued employment of each employee depends upon his acceptable performance, conduct and attendance and his compliance with the directions, rules, and regulations of the Employer. Failure to comply with any of these conditions will result in discipline including oral or written warnings, suspension or discharge.

B. Discharge on the first occasion will result from misconduct for which progressive discipline is not considered appropriate under the Employer's rule and regulations.

C. For conduct for which progressive discipline is considered to be appropriate under the Employer's rules and regulations, employees will receive at least a written warning and a suspension prior to discharge.

D. Any charge brought against an employee shall be served on the employee, with a copy to the local union, and shall contain a written charge specifying the offense charged, including dates, times and places.

E. The Employer reserves the right to discipline and/or discharge employees for good and just cause.

F. All discipline shall be grievable through the grievance procedure set forth in this Agreement. Any employee being subjected to disciplinary action shall be served with written notice of discipline, with a copy of the notice being simultaneously being supplied to the local union shop steward. The service of the notice shall constitute an "occurrence" for purposes of the grievance procedure.

ARTICLE XXVII
SCHOOLS & LICENSES

A. The Township shall reimburse employees for schooling relating to Public Works operations to include tuition, books and required materials. Employee shall present documentation indicating a passing grade to receive reimbursement.

Schooling must be approved by the Superintendent of Public Works, Township Administrator and Chief Financial Officer prior to registration to be eligible for reimbursement. Schooling shall not interfere with the employee's work schedule unless authorized by the Superintendent of Public Works. Schooling may be approved or denied at the discretion of management.

B. Employees who obtain licenses pertinent to Public Works operations shall be paid an hourly premium in accordance with the following schedule:

2006 - \$.15 per hour per license
2007 - \$.20 per hour per license
2008 - \$.25 per hour per license

Pertinent licenses include the following:

W (Water Distribution)
T (Water Treatment)
S (Sewer Treatment)
C (Sewer Collection)
N (Industrial Collection)

(Pesticide Applicator) - ~~one request~~ not done
Failure to maintain a license shall cause the loss of said premium.

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ARTICLE XXVIII**DURATION OF AGREEMENT**

A. This Agreement shall be in full force and effect from January 1, 2005 until December 31, 2008.

B. The parties agree that negotiations for a successor Agreement and the modifying or altering of any terms of this Agreement shall commence no later than November 1, 2008. It is further agreed that all provisions of this Agreement will be held binding until a successor agreement is signed, and that neither party to this Agreement shall be relieved from any of the obligations hereunder unless specifically modified by written agreement duly executed by both parties.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands this day of , 2006.

TOWNSHIP OF GREENWICH

AFSCME DISTRICT COUNCIL
71, LOCAL 3303Q



